

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: _____

Meeting Type: Regular

Meeting Date: Nov 5, 2015

Action Requested By: Engineering

Agenda Type: Resolution

Subject Matter:

Assignment of Agreement between the City of Huntsville and Christopher Contractors, Inc.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Christopher Contractors, Inc. to accept the assignment of the contract owned by Christopher Professional Engineers, Inc. as of January 20, 2015 – Res. No. 14-192

Note: if amendment, Please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what council action will provide, allow and accomplish and; any other information that might be helpful.

Assignment of Agreement with Christopher Contractors, Inc. to accept the assignment of contract owned by Christopher Professional Enterprises, Inc. as of January 20, 2015 (See Exhibit A). Agreement is at no cost to the City.

Associated Cost: _____

Budgeted Item: _____

MAYOR RECOMMENDS OR CONCURS: _____

Department Head: [Signature]

Date: 10/29/15

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Engineering

Council Meeting Date: 11/5/2015

Department Contact: Lynn Majors

Phone # 256-427-5201

Contract or Agreement: Agreement between the City of Huntsville and Christopher Contractors, Inc.

Document Name: Assignment Agreement-Christopher Professional Enterprises, Res. 14-192

City Obligation Amount: N/A

Total Project Budget: N/A

Uncommitted Account Balance: N/A

Account Number: Agreement is at no cost to the City.

Procurement Agreements

Not Applicable

Not Applicable

Grant-Funded Agreements

Not Applicable

Grant Name:

Department	Signature	Date
1) Originating	<i>L. Majors</i>	10/29/15
2) Legal		
3) Finance		
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 15-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to enter into an agreement between the City of Huntsville and Christopher Contractors, Inc. for Assignment of the Contract owned by Christopher Professional Enterprises, Inc. as of January 20, 2015 - Res. No. 14-192, in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said contract is substantially in words and figures similar to that document attached hereto and identified as "Assignment of the Contract between the City of Huntsville and Christopher Professional Enterprises, Inc. - Res. 14-192", consisting of a total of three (3) pages plus six (6) additional pages consisting of Exhibit "A", and the date of November 5, 2015, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 5th day of November, 2015.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 5th day of November, 2015.

Mayor of the City of Huntsville,
Alabama

ASSIGNMENT, ASSUMPTION, AND MODIFICATION AGREEMENT

THIS ASSIGNMENT, ASSUMPTION, AND MODIFICATION AGREEMENT (the "Agreement"), dated effective as of January 20, 2015, (the "Effective Date"), by and between **CHRISTOPHER PROFESSIONAL ENTERPRISES, INC.**, an Alabama corporation (the "Assignor"), **CHRISTOPHER CONTRACTORS, INC.**, (the "Assignee"), and **THE CITY OF HUNTSVILLE, ALABAMA**, an Alabama municipal corporation (the "City").

WHEREAS, the Assignor has legally changed its name to that of the Assignee, dated January 20, 2015, (the "Certificate of Amendment of Articles of Incorporation"); and

WHEREAS, pursuant to the terms of the Certificate of Amendment of Articles of Incorporation, the Assignor is required to assign a certain contract to the Assignee, and the Assignee is required to assume a certain contract and obligations of Seller; and

WHEREAS, Assignor desires to assign to Assignee, all right, title and interest of Assignor to Assignee in that certain contract with the City described on Exhibit "A" attached hereto (the "Contract") and the City consents to the assignment of the Contract pursuant to the terms hereof.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **ASSIGNMENT AND ASSUMPTION**. To the extent permitted by applicable law, the Assignor hereby assigns, transfers and releases to the Assignee all of the Assignor's right, title and interest in, to and under all of the Contract. Additionally, Assignee agrees to pay, perform and discharge as and when due each of the obligations, responsibilities and liabilities of the Assignor and/or Assignee under the Contract arising from and after the Effective Date. The City hereby consents to and joins in the assignment of the Contract by Assignor and the assumption of the Contract by Assignee.

**President of the City Council of the City
of Huntsville, AL**
Date: November 5, 2015

2. **INSURANCE.** Assignee shall secure and maintain professional liability insurance, as described in the Contract, covering exposure relating to any work performed on the Contract both before and after the Effective Date. The insurance is to be placed with insurers with an A.M. Best's rating of no less than B+ V. The City shall be indicated as a certificate holder hereunder and Assignee shall furnish the City with the certificates of insurance reflecting the coverage required by this document. The A.M. Best rating and deductibles, if applicable, shall be indicated on the respective certificates of insurance for each insurance policy.

The certificate of insurance for the insurance policy is to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of the required insurance policy at any time.

3. **BINDING EFFECT: AUTHORITY.** This Agreement shall inure to the benefit of and shall be binding upon the parties and their heirs, successors and assigns. The parties agree to do such other acts and to execute and deliver such further and additional instruments, agreements and other documents as may be necessary to evidence or carry out the provisions of this Agreement. The parties each represent and warrant that each has taken all action necessary to authorize the agreements set forth herein and that the execution, delivery, and performance of this Agreement by the parties shall not violate any agreement by which both parties hereto are bound.

4. **ENTIRE AGREEMENT.** This Agreement constitute the entire agreement between the Assignor, Assignee, and the City with respect to the transactions contemplated herein, and supersede all prior understandings or agreements between the parties relating to such transactions.

5. **GOVERNING LAW.** This Agreement shall be construed in accordance with and governed by the laws of the State of Alabama.

6. **EXECUTION BY COUNTERPART.** This Agreement may be executed by facsimile and in two (2) or more counterparts, each of which when so executed and delivered (including delivery by facsimile) shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

ASSIGNOR:

**CHRISTOPHER PROFESSIONAL
ENTERPRISES, INC.**

ATTEST:

By: _____

Its: _____

ASSIGNEE:

CHRISTOPHER CONTRACTORS, INC.

ATTEST:

By: _____

Its: _____

CITY:

**THE CITY OF HUNTSVILLE,
ALABAMA**

ATTEST:

By: _____

Tommy Battle, Mayor

ASSIGNMENT, ASSUMPTION, AND MODIFICATION AGREEMENT
Christopher Contractors, Inc.

EXHIBIT "A"

<i>PROJECT NAME</i>
Periodic Bid for Sanitary Sewer Projects-2014, Project No. 65-14-SS04, Res. No. 14-192

EXHIBIT "A"

CHRISTOPHER CONTRACTORS, INC.

October 23, 2015

To Whom It May Concern,

Christopher Professionals Enterprises, Inc. had recently changed their name to Christopher Contractors, Inc. Christopher Professionals Enterprises, Inc. would like to change all contracts with the City Of Huntsville to Christopher Contractors, Inc. Please see attached files on documentation for that change. Any questions or concerns, please contact the office for further information.

Thank You.

Maggie Christopher
Executive Secretary/Owner

U

UNLIMITED

44809

RENEWAL



CHRISTOPHER CONTRACTORS INC

ATHENS, AL 35612

perform the following type(s) of work:

ADM: NEW ADMINISTRATIVE, BC: BUILDING CONSTRUCTION, E: ELECTRICAL, H/RR-S: BORING, H/RR: HEAVY AND
RAILROAD, HS: HIGHWAYS AND STREETS, M-S: PLUMBING, MU: MUNICIPAL AND UTILITY

October 31, 2016

1st

October, 2015

Charles J. Wade, Jr.

C.C.C.

116628

STATE OF ALABAMA,

LIMESTONE COUNTY.

RLPY 2015 2886
Recorded In Above Book and Page
01/22/2015 11:32:05 AM
Charles C. Woodroof
Judge of Probate
Limestone County, AL

CERTIFICATE OF AMENDMENT
of
ARTICLES OF INCORPORATION

The undersigned, being the sole Director and Shareholder of Christopher Professional Enterprises, Inc. hereby submits this Certificate of Amendment which amends the Articles of Incorporation of Christopher Professional Enterprises, Inc., and affirms that the facts stated in this Certificate of Amendment are true and correct:

1. **NAME OF ENTITY:** The name of the entity is *Christopher Professional Enterprises, Inc.*
2. **TYPE OF ENTITY:** The entity is a corporation organized and existing under ALA. CODE §§10A-1-1.01 et seq and 10A-2-1.01 et seq.
3. **DATE OF FILING OF CERTIFICATE OF INCORPORATION:** The Certificate of Incorporation for the entity was filed for record in the office of the Judge of Probate of Limestone County, Alabama, on March 11, 2009, and recorded in RLPY Book 2009, Page 15672.
4. **AMENDMENTS:** The Articles of Incorporation are hereby amended as follows:
 - a. Dale Christopher has resigned as Director, President, Secretary and registered agent of the Corporation, effective the 31st day of December, 2014.

RLPY 2015 2007

b. Section I of the Articles of Incorporation of ***Christopher Professional Enterprises, Inc.*** is hereby deleted in its entirety and the following is substituted by amendment therefore:

I.

The name of the corporation is ***Christopher Contractors, Inc.***

c. Section VI of the Articles of Incorporation of ***Christopher Professional Enterprises, Inc.*** is hereby deleted in its entirety and the following is substituted by amendment therefore:

VI.

The street address of the registered office of the corporation is 15891 Reid Road, Athens, Alabama 35611, and the name of its registered agent at such address is Margaret Louise Christopher.

d. Section VII of the Articles of Incorporation of ***Christopher Professional Enterprises, Inc.*** is hereby deleted in its entirety and the following is substituted by amendment therefore:

VII.

NAMES AND ADDRESSES OF DIRECTORS. There are currently three (3) Directors of the corporation and their names and addresses are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Tony David Christopher	P.O. Box 176 Elkmont, AL 35620
Tony David Christopher, Jr.	15407 Kings Drive Athens, AL 35611
Margaret Louise Christopher	1204 S. Houston Street Athens, AL 35611

There are no further amendments.

RLPY 2015 2888

5. **ADOPTION:** The amendment of the Articles of Incorporation were adopted by the Shareholders of *Christopher Professional Enterprises, Inc.* at a special meeting of the Directors and Shareholders held on the 21st day of January, 2015. The number of shares outstanding at the time of such meeting was *One Thousand (1000)* and the number of shares entitled to vote thereon was *One Thousand (1000)*. The Amendment was adopted by unanimous vote.

IN WITNESS WHEREOF, the undersigned, constituting the sole Director and Shareholder of *Christopher Professional Enterprises, Inc.*, has executed this Certificate of Amendment to Certificate of Incorporation on this the 22nd day of January, 2015.

TONY CHRISTOPHER
DIRECTOR AND SHAREHOLDER

THIS INSTRUMENT WAS PREPARED BY
ZACHARY BURGREN
ALEXANDER, CORDER & SHELLY, P. C.
ATTORNEYS AT LAW
P. O. Box 1129
ATHENS, ALABAMA 35612
TELEPHONE: 256-232-1130

RLPY 2015 2889

John H. Merrill
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

Christopher Contractors, Inc.

This name reservation is for the exclusive use of Tony Christopher, P.O. Box 176, Elkmont, AL 35620 for a period of one year beginning January 20, 2015 and expiring January 20, 2016

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.



January 20, 2015

Date

J. H. Merrill

RES678571

John H. Merrill

Secretary of State

Recording Fee
TOTAL

26.00
26.00